



REQUEST FOR PROPOSALS

2019-2

FOR THE PURCHASE OF THE WASTEWATER
(SEWER) SYSTEM OF THE
CITY OF HALLSVILLE, BOONE COUNTY, MISSOURI

ISSUE DATE: SEPTEMBER 6, 2019

SUBMISSION DUE DATE: NOVEMBER 1, 2019

ISSUED BY:

CITY OF HALLSVILLE

202 HIGHWAY 124-E
HALLSVILLE, MISSOURI 65255

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**SECTION 1
INTRODUCTION AND GENERAL
INFORMATION**

1.1 Introduction and Purpose

The City of Hallsville, Missouri ("City") is the owner of the assets comprising the municipal wastewater collection system (the "System"). The City serves approximately 665 customers.

This request for proposals ("RFP") provides to those interested in submitting proposals for the purchase of the System sufficient information to enable them to prepare and submit those proposals. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included and other requirements specific to this RFP. The City may award the sale of its wastewater assets if determined to be in the best interest of the City by its residents at the November 5, 2019 election.

1.2 Communications

If a Respondent (defined as any entity considering a response to this RFP) has any questions regarding this RFP, the Respondent must submit the questions by email (with the subject line "*Wastewater RFP Question*") to the Point of Contact (POC). Questions must be submitted via email no later than the date indicated on the Calendar of Events (as hereinafter defined). A Respondent who submits a question after the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its Proposal will not be responsive or competitive because the City is not able to respond before the Proposal receipt date or otherwise in sufficient time for the Respondent to prepare a responsive or competitive Proposal.

The City shall not be bound by any verbal information nor shall they be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the City. The City does not consider questions to be a protest of the RFP specifications or of the process.

Designated Point of Contact:

Kenyetta Ridgway-Sample
City Administrator
City of Hallsville, Missouri
202 Highway 124-E
Hallsville, Missouri 65255
Telephone: 573.696.3885
Fax: 573.696.0605
E-mail: cityhall@hallsvillemo.org

To be considered for selection, sealed hard copies of Proposals must arrive at the City offices on or before the times and dates specified for them in the Calendar of Events. Respondents who send materials by mail or other delivery service should allow sufficient delivery time to ensure timely receipt. If, due to inclement weather, natural disaster, or any other cause, the offices of the City are closed on the applicable response date, the deadline for submission will be automatically extended until the next business day on which the office is open. The hour for submission shall remain the same. The City will reject, unopened, any late materials.

The successful Respondent will be required to enter into an Asset Purchase or other similar Agreement that captures the details of the proposed sale of assets.

13 RFP Documents

It is the responsibility of each Respondent to inspect its copy of this RFP to determine that a complete set of the documents, including appendices, are included. If a Respondent believes that its copy of this RFP is incomplete, it should contact the POC. The City will make reasonable arrangements with the Respondent to provide any missing documents, including any addenda and/or clarifications, to this RFP.

Neither the City, nor its agents, employees nor consultants shall be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from the Respondent's use of an incomplete set of RFP documents in preparing or submitting its Proposal.

The RFP documents have been made available only for the purpose of soliciting Proposals for the purchase of the System. No license or grant is conferred or implied to the Respondent or to any other person for any purpose.

14 Submission of Proposal and Proposal Security

A Proposal submitted in response to this RFP is deemed responsive if it complies with the provisions of Sections 3.2, 3.3 and 3.6. Each Respondent must read Sections 3.2, 3.3 and 3.5 carefully in order to obtain a complete understanding of the requirements for submission of its Proposal.

15 Conditions with Respect to this RFP

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- (a) The issuance of this RFP is not intended, and shall not be construed, to commit the City to execute any Asset Purchase or other similar Agreement.
- (b) Neither the City, nor its agents, staff or consultants, will be liable for any claims or damages resulting from the solicitation or collection of Proposals, nor will there be any reimbursement to Respondents for the cost of preparing the Proposals or for participating in this RFP process.
- (c) All Proposals will become the property of the City and will not be returned.
- (d) Information of a confidential or proprietary nature will be kept confidential during and after the procurement process as permitted by law when such information is properly so identified by the Respondents, as further described in Section 1.8, but only to the extent permitted by the Missouri Sunshine Law.
- (e) Failure of any Respondent to submit a Proposal that completely addresses the

requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP) at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of the City.

- (f) All activities related to the RFP as contained herein and the operation and maintains of the System shall be subject to compliance with all applicable federal, State and local laws, environmental regulations and requirements.
- (g) Any and all proposal submissions not received by 5:00 pm Central Time on November 1, 2019 will be returned, unopened, to the firm or person submitting such and will not be considered.

16 Reservation of Rights and Options with Respect to this RFP

The City, in its discretion, reserves the following rights and options with regard to any Proposal:

- (a) To abandon the procurement process including the right to decline to sell the System for any reason.
- (b) To accept the Proposal that, in the City's judgment, best serves the interests of the City and the citizens of the City.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or nonresponsive Proposals.
- (f) To change or alter the terms and conditions of this RFP so long as the changes have been posted to the web site.
- (g) To engage in simultaneous negotiations with two or more Respondents regarding the purchase contemplated in this RFP.

17 Responsibilities of the Respondent in Connection with this RFP

It is the obligation and responsibility of each Respondent before submitting a Proposal to:

- (a) Review the terms of this RFP so that it is familiar with all aspects of it.
- (b) Inspect the System.
- (c) Analyze all applicable federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or furnishing of the

Services required under the terms of this RFP.

- (d) Notify the POC in writing prior to the submission of responses to this RFP of any conflicts, errors or discrepancies therein.

Each Respondent is responsible for obtaining whatever information it deems necessary and in undertaking all inspections, examinations and studies it deems necessary to obtain sufficient data and information to enable it to submit a Proposal. Any document provided to one Respondent will be made available to all Respondents. By submitting a Proposal, a Respondent will be deemed to have acknowledged its opportunity to undertake all inspections and to examine all necessary data and information to enable it to submit a Proposal.

At any time prior to the receipt of Proposals by the City, Respondents may ask questions or request information in accordance with the provisions of Section 1.2 above. All such questions or information requests shall, together with the City's response thereto, be made available to all Respondents.

18 Confidential and Proprietary Information

If the Respondent chooses to include material of a proprietary nature in the initial submission or the Proposal, the City, at its sole discretion and subject to applicable law, will keep such material confidential, but only to the extent that it contains trade secrets which if disclosed would cause substantial injury to the Respondent's competitive position and as permitted by the Missouri Sunshine Law. However, the City will not assume any liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the Proposals. The Respondent must specifically identify the section of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable to assist the City in protecting this information. The Respondent also shall include the following notice in the introduction of the relevant material:

Material in the following sections labeled "Proprietary Information," contain information that is a trade secret which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the City determines it proper or to the extent that the City deems disclosure necessary according to law and otherwise pursuant to the Confidentiality Agreement. If a sale is awarded to (Respondent), the City will have the right to use or disclose the data as may be provided in the applicable Asset Purchase or other similar Agreement executed with the Respondent.

Notwithstanding the above, Proposal forms and appendices (including cost information) will not, under any circumstances, be considered proprietary or confidential information.

**SECTION 2
DESCRIPTION OF THE SYSTEM ASSETS**

2.1 Description of the System

The City of Hallsville Wastewater System sanitary sewer system consists of 13 miles of gravity sewers and 1.5 miles of forced main components serving the community of Hallsville. The City currently has 665 sewer customers. Future needs will include the current expansion in Douglas Pointe Subdivision of 72 lots, the approved Echo Ridge Subdivision of approximately 226 lots, and the approved Silver Creek Subdivision with 7 lots. The City has also signed an agreement with Boone County Regional Sewer District (BCRSD) to connect Sunny Slope Subdivision's 17 customers to the City's sewer system. The agreement allows BCRSD to bill the customers and maintain the sewer lines with a portion of the rates to be paid to the City.

**SECTION 3
INSTRUCTIONS FOR PREPARATION
AND SUBMISSION OF PROPOSALS**

3.1 General Provisions

Proposals will be divided into two parts:

- Part I: Description of Respondent Team Structure, Operational and Technical Capability and Financial Capability

- Part II: Financial Proposal

Parts I and II will be collectively referred to as the Proposal. All Proposals submitted by the Respondents must be submitted in accordance with the procedure set forth in this Section 3. *Failure to deliver timely the initial submission prior to the date and time indicated on the Calendar of Events will result in the automatic disqualification of the potential respondent.*

3.2 Proposal Part I

Phase I requires the Respondent to describe its qualifications. The Respondent is required to address: (a) team structure; (b) operational technical capability; and (c) financial capability, all as set forth below.

RESPONDENT TEAM STRUCTURE

The Respondent alone or with its partner(s) must demonstrate sufficient team structure with respect to the following areas:

- (a) Adequacy of definition of roles and responsibilities of team members and key personnel.

- (b) Adequacy of disclosure of controlling interests and team integrity.

OPERATIONAL AND TECHNICAL CAPABILITY

The Respondent must demonstrate technical capability with respect to the following areas of expertise:

- (a) Operation and maintenance of wastewater systems.
- (b) Customer service improvements and enhancements.
- (c) Customer safety, security, and environmental responsibilities.
- (d) Ability to execute an efficient, timely and seamless transition plan.
- (e) Capability to undertake required capital improvements.
- (f) Ability to offer other System enhancements with a demonstrated knowledge of technologies.

FINANCIAL CAPABILITY

The Respondent must demonstrate financial capability with respect to the following areas:

- (a) Financial capability to undertake commitments required under the RFP.
- (b) Financial ability to maintain and upgrade the System.
- (c) Adequate sources of operating capital.
- (d) Ability to secure financing.
- (e) Ability to finance future System expansion

3.3 Proposal Part II

All Respondents who submit a response to this RFP must comply with the requirements set forth in this Section 3.3 for submitting a Proposal. ***Provided that the Proposal requirements are met and the Respondent is found to be qualified, responsible and responsive***, the award of the RFP will be based on the amount of purchase payment (the "Consideration"), a commitment to maintain a medium consumer rate, and the operational and technical capabilities of the Respondent.

3.4 Format and Required Information for Proposals

All Proposals should follow the format outlined below. The written submission shall be bound and prepared on 8-1/2" x 11" paper. A limited number of 11" x 17"-fold-out sheets for exhibits are acceptable. One original and six (6) copies of the initial submission shall be submitted, with the original copy of the initial submission clearly marked as the original and must contain the original signed documents. Proposals shall be enclosed in a sealed envelope or otherwise boxed, marked with the name and address of the Respondent and with the legend: ***"PROPOSAL***

SUBMISSION TO THE CITY OF HALLSVILLE, MISSOURI FOR THE PURCHASE OF THE WASTEWATER COLLECTION SYSTEM." All pages are to be sequentially numbered. Unnecessarily elaborate Proposals are not being sought. Elaborate artwork, expensive paper and binding, and expensive visual and other preparation aids are neither necessary nor desirable.

3.4.1 Part I Format

Part I of each Proposal shall be in writing and contain the following:

- (a) Cover Page (to include identification of all team members)
- (b) Cover Letter (2 pages maximum)
- (c) Table of Contents
- (d) Executive Summary (optional)
- (e) Respondent Information:
 - (i) *Description of Respondent:* Provide a description of the team, including a description of all team members and the anticipated legal relationship (governance and capital structure) among the team members (e.g., partners, shareholders, members, operators, subcontractors, etc.) as appropriate. All equity investors should be identified.
 - (ii) *Roles of Team Members and Key Personnel:* Briefly outline the roles of the team members and key personnel.
 - (iii) *Structure, Management, and Working History:* Employee relations, including transition experience; corporate support and resources.
 - (iv) *Contact Person:* Provide a single contact person for all future communication between the POC and the Respondent. Please identify the contact person's name, title, organization, address, telephone number, fax number, and email address.
 - (v) *Controlling Interest:* Identify the individuals or companies who hold a major or controlling interest in each team member.
 - (vi) *Expected Advisors:* Identify the companies and individuals who are expected to act as legal, financial, or other advisors for the team.
 - (vii) *Comparable Projects:* Provide a list of comparable projects in which team members have participated. Respondents should specify how these comparable projects relate to the proposed Purchase, their specific role(s) on these other projects, and the extent to which team members have worked together in prior projects.

- (viii) *References*: Provide a list of team member references. Include each reference's organization, title, e-mail and phone number. These references should be able to describe the relevant qualifications and capabilities of each team member seeking to take leading roles in the governance, operations, and maintenance of the System.

- (f) Operational and Technical Capability. Respondents must address the following areas with respect to technical capability:
 - (i) *Operation & Maintenance Expertise*: Respondents must provide evidence demonstrating their ability to operate and maintain facilities similar to the System. Specifically, Respondents should have:
 - A. substantial wastewater facility maintenance and operation experience;
 - B. advanced knowledge of wastewater facilities maintenance, repair, construction, and practical application of equipment and materials in water and wastewater facility operations;
 - C. demonstrated understanding in wastewater facility aging behavior to assess and determine the applicability of remedial maintenance action; and
 - D. all the capabilities necessary to operate and maintain the System successfully including wastewater fee management and operations, administration, marketing and public relations;
 - (ii) *Customer Service*: Respondents must demonstrate their commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Respondent must highlight its experience and qualifications providing excellent customer service to the public using its wastewater services. Additionally, as a prerequisite, the Respondent will be expected to provide a plan to execute a seamless transition to the Purchaser's operations while maintaining the highest standards of customer service.
 - (iii) *Safety and Security*: Respondents must demonstrate their ability to address and resolve safety and security issues. Specifically, the Respondent should have:
 - a. knowledge of wastewater and public safety and security techniques and methodologies; and
 - b. experience in emergency response support.
 - (iv) *Capital Improvements*. Respondents must demonstrate their ability to undertake efficiently the required capital improvements to the System. Respondents must demonstrate expertise in relevant wastewater engineering standards, specifications, policies, practices, and processes.

- (j) **Financial Capability.** Respondents should address the following areas with respect to financial capability:
- (i) *Financial Capacity:* Respondents must provide copies of audited financial statements for the past three years, together with any other relevant financial information. If audited financial statements cannot be provided, team members should provide enough financial information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope.
 - (ii) *Ability to Raise Financing.* Respondents must provide specific evidence demonstrating their ability to raise financing for a project of this nature and scope. Specific factors that will be assessed include:
 - A. capability of issuing debt and raising equity in the current capital market;
 - B. the number and size of past relevant transactions;
 - C. specific experiences on past relevant transactions;

The City reserves the right to request additional information from any Respondent at any time if they determine in their discretion that such information is necessary for consideration of the Respondent's qualifications.

3.4.2 Part II Format

Part II of the Proposal shall contain the following completed forms:

- (a) **Appendix C:** Transmittal Letter – limit to one or two printed pages.
- o Briefly state your understanding of the proposal requirements and summarize your capability to meet the same.
 - o Give the names of the person(s) who will be authorized to represent the company, their title(s), address(es) and telephone number(s).
 - o The transmittal letter must be signed by a representative who has authority to bind the company. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

Appendix D: Non-Collusion Affidavit

Appendix E: Statement of Ownership - Respondent

Appendix F: Contract and Lobbyist Disclosure

Appendix G: Business Proposal

- (b) **SEALED PROPOSAL MUST BE RECEIVED NO LATER THAN 5:00 P.M. CENTRAL TIME ON NOVEMBER 1, 2019.**

3.5 Acknowledgment and Agreement.

By submitting a Proposal, Respondents acknowledge and agree to the following conditions:

- a) All Proposals submitted in response to this RFP shall become the property of the City. As such, after the award of the RFP, or after the opening and rejection of all Proposals, Proposals submitted will become public records subject to public review under applicable law.
- b) The selection of a Proposal by the City shall not waive or limit any assumptions of risk, provision of indemnity, or other obligations of the Respondent under the Purchase Agreement as may be executed between the Respondent and the City.
- c) Respondents and their representatives shall comply with the communications protocol set forth in Section 1.2 with respect to all communications concerning this RFP.
- d) Only one Proposal from each Respondent shall be considered, and each Selected Respondent may not be involved in more than one Proposal.
- e) Proposals shall comply with all content requirements of this Section. Failure to comply with such requirements may result in a Respondent being deemed non-responsive.
- f) The receipt of a Proposal from any Respondent does not waive or abridge the rights of the City to find such Respondent is not qualified or that the Respondent's Proposal is non-responsive to the requirements of this RFP.
- g) The purchaser will cooperate with the City, and vice-versa, throughout the implementation stage to provide for a timely and seamless transfer of customers to the purchaser.

3.6 Review of Proposals

The Calendar of Events contains submission requirements. Failure to timely submit will result in a Respondent's automatic disqualification and the deemed withdrawal of the Respondent.

It is important for Respondents to deliver their best offers in their Proposals. The Consideration proposals of Respondents deemed qualified following the review of Part I of the Proposal will be considered. As noted, the award of the RFP will be based on the amount of the Consideration, the operational and technical capabilities of the Respondent, and the best interests of the City and its residents.

SECTION 4 SELECTION AND CONTINUING CONFIDENTIALITY

4.1 General

The objective of City in seeking responses to this RFP is to enable it to select an entity that will provide the best services in the most complete, dependable, cost effective, environmentally sound manner to the residents of the City while at the same time providing the most significant financial compensation to the City in terms of purchase Consideration. Each section of the Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the continued ability of the Respondent to perform, and conformance with the requirements of the instructions provided in this RFP.

4.2 Purchase Award and Purchase Agreement Execution

Execution of the Purchase Agreement by the City will be subject to final approval and authorization by the Board of Aldermen ("Board"). The Board may decide not to accept any Proposal if it deems the offered price too low and not in the City's best interests. After selection of a Proposal and approval by the Board, the selected Respondent shall be required to execute the Purchase Agreement. Notwithstanding the execution of the Purchase Agreement, the Proposals of all other Respondents shall remain binding on said Respondents for a period of one hundred eighty (180) days thereafter (subject to earlier termination as a result of financial close of the Purchase).

In the event that the selected Respondent is unable to meet its obligations under the Purchase Agreement at any time prior to financial close, or to achieve financial close, the City reserves the right to execute a Purchase Agreement with the next-best-qualified Respondent as determined by the City in its sole discretion. ***Proposals will remain open and binding on Respondents for a period of one hundred eighty (180) days following the opening of Proposals for this purpose (subject to earlier termination as a result of financial close of the Purchase).***

4.3 Continuing Confidentiality

All Proposals are the property of the City ***and will not be returned.*** At the conclusion of the procurement process, the City may dispose of any and all materials received from Respondents in whatever manner it deems appropriate. In no event will the City assume liability for any loss, damage or injury that may result from any disclosure or use of proprietary information.

APPENDIX A
CITY OF HALLSVILLE RFP
CALENDAR OF EVENTS

September 6, 2019 – RFP Issue Date

October 18, 2019 – Deadline for RFP Question Submissions by Respondents

November 1, 2019 – Proposal Submissions Due; 5:00 p.m. Hallsville City Hall

November 5, 2019 – Question to sale Wasterwater system goes to voters

November 11, 2019 – Board of Alderman discussion of RFP submissions. Call for Special Meeting if needed.

APPENDIX B

**REQUEST FOR PROPOSALS 2019-2
PURCHASE OF THE WASTEWATER (SEWER) SYSTEM
OF THE CITY OF HALLSVILLE, MISSOURI**

BUSINESS PROPOSAL

The amount of the Consideration that the undersigned Respondent offers to pay pursuant to the Request for Proposals for the Purchase of the Wastewater Collection System of the City of Hallsville is [in words]_____ United States Dollars, _____[in numbers].

The undersigned Respondent also offers to implement a rate freeze of _____
[in numbers] for _____[in numbers] years.

RESPONDENT:

(full legal name with applicable entity suffix)

A(n) _____
(entity type and State)

By: _____

Print Name: _____

Print Title: _____